

<i>SERFF Tracking Number:</i>	<i>ALLC-126675592</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allianz Life Insurance Company of North America</i>	<i>State Tracking Number:</i>	<i>45952</i>
<i>Company Tracking Number:</i>	<i>RETIREMENT PRO L40533</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Retirement Pro L40533</i>		
<i>Project Name/Number:</i>	<i>Retirement Pro L40533/Retirement Pro L40533</i>		

Filing at a Glance

Company: Allianz Life Insurance Company of North America

Product Name: Retirement Pro L40533	SERFF Tr Num: ALLC-126675592	State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 45952
Sub-TOI: A03I.002 Flexible Premium	Co Tr Num: RETIREMENT PRO L40533	State Status: Approved-Closed
Filing Type: Form	Author: Patricia Evans	Reviewer(s): Linda Bird
	Date Submitted: 06/15/2010	Disposition Date: 06/22/2010
		Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: Retirement Pro L40533	Status of Filing in Domicile: Pending
Project Number: Retirement Pro L40533	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 06/22/2010	Explanation for Other Group Market Type:
	State Status Changed: 06/22/2010
Deemer Date:	Created By: Patricia Evans
Submitted By: Patricia Evans	Corresponding Filing Tracking Number:
Filing Description:	
Re: INDIVIDUAL VARIABLE ANNUITY – NAIC #761-90611	

L40533-AR – Contract

S40817 – Contract Schedule (for use with L40533-AR)

S40818 – Income Advantage Account (08.10) Rider

S40819 – Income Advantage Account (08.10) Contract Schedule

SERFF Tracking Number: ALLC-126675592 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 45952
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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Retirement Pro L40533
Project Name/Number: Retirement Pro L40533/Retirement Pro L40533

S40821 – Investment Options Contract Schedule (for use with L40533-AR and S40818)

F50000 – Application

The above referenced forms are new, do not supersede any previously filed forms, and may be used with other forms approved in the future. These forms will be sold through brokers in all markets. These forms are being filed concurrently in Minnesota, our state of domicile. The effective date will be determined by your approval.

The forms are submitted in final printed format except for slight font and formatting variations that may occur due to Allianz Life product printer configurations. Allianz Life takes care to assure that printer-based variations are minimized; however, should changes occur, such changes will not alter the content or meaning of any approved form.

Please note that the signatures of our officers historically shown on the applicable forms are no longer included in our filed forms. Signatures will be included on all contract forms when issued.

Contract L40533-AR is an Individual Flexible Purchase Payment Variable Deferred Annuity Contract. The Base Account offers a number of Investment Options with no current restrictions. The owner may begin Annuity Payments based on the Base Account Value at any time after the Earliest Annuity Date. If the Base Account Value is greater than zero, there is a Base Account Fee that is deducted each business day during this account's Accumulation Phase, and Annuity Phase if variable annuity payments are selected. This contract also provides a death benefit before the Annuity Date, which is equal to the Base Account Value minus any Premium Tax paid by us.

Contract Schedule S40817 will be issued, and includes the variables associated, with contract L40533-AR. Please refer to the attached Statement of Variability for details.

Income Advantage Account (08.10) Rider S40818 provides an Income Advantage Account. The Income Advantage Account currently restricts allocations to the Investment Options as shown on the Investment Options Contract Schedule. The owner may begin lifetime withdrawals (called Income Advantage Payments) based on the Income Advantage Account Value at any time so long as all covered persons meet the eligibility requirements shown on the Income Advantage Account Contract Schedule. If the Income Advantage Account Value is greater than zero, there is an Income Advantage Account Fee that is deducted each quarter during this account's Accumulation and Income Phases. This rider also provides a death benefit before the Annuity Date, which is equal to the greater of (a) or (b) minus any Premium Tax paid by us, where (a) is the Income Advantage Account Value and (b) is the Quarterly Anniversary Value.

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In addition to the above Income Advantage Account Rider, we may offer other account options in the future, at which time we will file any necessary riders.

Income Advantage Account (08.10) Contract Schedule S40819 will be issued, and includes the variables associated, with Income Advantage Account Rider S40818. Please refer to the attached Statement of Variability for details.

Investment Options Contract Schedule S40821 will be issued with Contract L40533-AR and Income Advantage Account Rider S40818, as well as may be issued with other forms approved in the future. This contract schedule shows the Investment Options, and any restrictions, associated with the Base Account and Income Advantage Account. Please refer to the attached Statement of Variability for details.

Application F50000 will be used with Contract L40533-AR and Income Advantage Account Rider S40818, as well as may be used with other forms approved in the future. Please refer to the attached Statement of Variability for details.

To the best of our knowledge and belief, the above forms conform to all state statutes, insurance regulations, and department requirements.

Thank you for your consideration of this filing. If you have any questions, or if you need additional information to complete your review, please call me at 800.328.5601, extension 47135, send a fax to me at 763.765.6306, or send a note electronically to me at patricia.evans@Allianzlife.com.

Company and Contact

Filing Contact Information

Patricia Evans, Compliance Analyst	Patricia.Evans@Allianzlife.com
5701 Golden Hills Drive	763-765-7135 [Phone]
Minneapolis, MN 55416	763-765-6306 [FAX]

Filing Company Information

Allianz Life Insurance Company of North America	CoCode: 90611	State of Domicile: Minnesota
5701 Golden Hills Drive	Group Code: 761	Company Type: 03
Minneapolis, MN 55416-1297	Group Name:	State ID Number:
(800) 328-5601 ext. [Phone]	FEIN Number: 41-1366075	

Filing Fees

SERFF Tracking Number: ALLC-126675592 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 45952
Company Tracking Number: RETIREMENT PRO L40533
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Product Name: Retirement Pro L40533
Project Name/Number: Retirement Pro L40533/Retirement Pro L40533

Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? No
Fee Explanation: Six forms @ \$50.00/form = \$300.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allianz Life Insurance Company of North America	\$300.00	06/15/2010	37220864

SERFF Tracking Number: ALLC-126675592 State: Arkansas

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Company Tracking Number: RETIREMENT PRO L40533

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: Retirement Pro L40533

Project Name/Number: Retirement Pro L40533/Retirement Pro L40533

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/22/2010	06/22/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	06/18/2010	06/18/2010	Patricia Evans	06/21/2010	06/21/2010

SERFF Tracking Number:	ALLC-126675592	State:	Arkansas
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Disposition

Disposition Date: 06/22/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ALLC-126675592 State: Arkansas

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Product Name: Retirement Pro L40533

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Individual Flexible Purchase Payment		Yes
	Variable Deferred Annuity Contract		
Form	Contract Schedule		Yes
Form	Income Advantage Account (08.10) Rider		Yes
Form	Income Advantage Account (08.10)		Yes
	Contract Schedule		
Form	Investment Options Contract Schedule		Yes
Form	Application		Yes

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Product Name: Retirement Pro L40533
Project Name/Number: Retirement Pro L40533/Retirement Pro L40533

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/18/2010
Submitted Date 06/18/2010
Respond By Date 07/19/2010

Dear Patricia Evans,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Project Name/Number: Retirement Pro L40533/Retirement Pro L40533

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/21/2010
Submitted Date 06/21/2010

Dear Linda Bird,

Comments:

Please see objection response below.

Response 1

Comments: I have reviewed Regulation 6 and I believe our company is in compliance with Regulation 6.

Related Objection 1

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your continued review of this filing.

Sincerely,
Patricia Evans

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Form Schedule

Lead Form Number: L40533

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	L40533-AR	Policy/Contract	Individual Flexible Purchase Payment Variable Deferred Certificate Annuity Contract	Initial		52.000	L40533-AR.pdf
	S40817	Schedule Pages	Contract Schedule	Initial		50.000	S40817.pdf
	S40818	Policy/Contract	Income Advantage Account (08.10) Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.400	S40818.pdf
	S40819	Schedule Pages	Income Advantage Account (08.10) Contract Schedule	Initial		50.000	S40819.pdf
	S40821	Schedule Pages	Investment Options Contract Schedule	Initial		50.000	S40821.pdf
	F50000	Application/Enrollment Form	Application	Initial		50.000	F50000.pdf

Individual Flexible Purchase Payment Variable Deferred Annuity Contract

Purchase Payments we receive for this contract accumulate to provide Annuity Payments or a Death Benefit. **This is a variable annuity contract with Contract Value and Annuity Payments increasing or decreasing depending on the experience of the Variable Account.** This contract is nonparticipating, with no dividends payable. Benefits available under this contract are not less than those required by statute of the state in which this contract is delivered.

Signed for the Company at its home office on the Issue Date.

[

Maureen A. Phillips
Secretary

Gary Bhojwani
President

]

RIGHT TO EXAMINE: This contract can be returned within 10 days after you receive it. It can be mailed or delivered to either us or the representative who sold it. Return of this contract by mail is effective on being postmarked, properly addressed and postage prepaid. We promptly refund the Contract Value in states where permitted. This may be more or less than the Purchase Payments. We have the right to allocate Purchase Payments to the Money Market Investment Option until the end of the Right to Examine period. If we so allocate Purchase Payments, we refund the greater of the Purchase Payments less any Withdrawals, or the Contract Value.

RIGHT TO EXAMINE: If this contract is replacing another contract, this contract can be returned within 30 days after you receive it. It can be mailed or delivered to either us or the representative who sold it. Return of this contract by mail is effective on being postmarked, properly addressed and postage prepaid. We promptly refund the Contract Value, plus any fees or charges. This may be more or less than the Purchase Payments. We have the right to allocate Purchase Payments to the Money Market Investment Option until the end of the Right to Examine period. If we so allocate Purchase Payments, we refund the greater of the Purchase Payments less any Withdrawals, or the Contract Value.

This is a legal contract between you and the Company.

Read this contract carefully.

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Definitions

Some of the terms found in this contract are defined below. Additional terms are defined throughout this contract where they are used. Section titles, provision titles, and terms used on the Contract Schedule are also capitalized to help you easily recognize them.

We, Our, Us, and the Company

Allianz Life Insurance Company of North America. The terms We, Our, and Us may not be capitalized throughout this contract.

You , Your

The Owner of this contract. The terms You and Your may not be capitalized throughout this contract.

Accounts

The Base Account and any other Account associated with an attached rider.

Account Values

The Base Account Value and any other Account Value associated with an attached rider.

Adjusted Base Account Value

The Base Account Value minus any Premium Tax paid by us.

Age

An individual's age on his or her most recent birthday, unless otherwise specified.

Annuitant

An individual whose Age determines the Annuity Payments. You may be an Annuitant or you may name someone else.

Annuity Phase

The period of time beginning on the Annuity Date during which we make Annuity Payments. The Annuity Phase terminates on the earliest of the following.

- Under Annuity Options 1 and 3, the death of the last surviving Annuitant.
- Under Annuity Options 2 and 4, the death of the last surviving Annuitant and expiration of the guaranteed period. If we make a lump sum payment of the remaining guaranteed Annuity Payments at the death of the last surviving Annuitant, this portion of the contract terminates on payment of the lump sum.
- Under Annuity Option 5, the death of the Annuitant and payment of any lump sum refund.
- The Business Day that the contract terminates.

Authorized Request

A request that is received in good order and in a form that is satisfactory to us.

Base Account

The account available to you under this contract.

Base Account Accumulation Phase

The Base Account Accumulation Phase begins on the Business Day you allocate to the Base Account. The Base Account Accumulation Phase ends on the earliest of the following.

- The Business Day we process your request for a Full Withdrawal of the total Contract Value.
- The Business Day before the Annuity Date.
- The Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death, upon the death of any Owner, unless this contract is continued by the deceased Owner's spouse.

Base Account Value

The sum of the values in the selected Base Account Investment Options.

Definitions *continued from the previous page*

Beneficiary

An individual or non-individual entitled to the Death Benefit under this contract. If an Owner dies, any surviving Owner automatically becomes the sole Beneficiary and replaces any primary or contingent Beneficiary you previously named.

Business Day

Each day on which the New York Stock Exchange is open for trading, except when an Investment Option does not value its shares. Our Business Day closes when regular trading on the New York Stock Exchange closes, which is usually at 4:00 p.m. Eastern Time. We process any instructions received after the close of any Business Day on the next Business Day.

Contract Anniversary

A twelve-month anniversary of the Issue Date or any subsequent twelve-month Contract Anniversary.

Contract Value

The sum of all Account Values.

Contract Year

A period of 12 months. The first Contract Year begins on the Issue Date. Subsequent Contract Years begin on the Contract Anniversaries. All Contract Years end at the end of the day before the next Contract Anniversary.

Death Benefit

The Base Death Benefit and any Death Benefit associated with an attached rider.

Investment Options

The investment choices available under the Variable Account. We may add, eliminate, or substitute Investment Options; if we do, we will provide written notice. If we offer more than one Investment Option group, after the Issue Date, we can only move Investment Options between groups if the move is to a less restrictive group.

Issue Date

The first day this contract is effective. The Issue Date is shown on the Contract Schedule.

Joint Annuitant

You can add a Joint Annuitant for the Annuity Phase subject to our approval. If we allow Joint Annuitants, we determine Annuity Payments using the Ages of both Joint Annuitants.

Joint Owner

Joint Owners have equal contract Ownership rights and must authorize the exercise of these rights in writing, unless otherwise allowed by us. If Joint Owners are named, all references to Owner shall mean Joint Owners.

Payee

The individual or non-individual to whom we make Annuity Payments. Unless you designate another Payee, you are the Payee of the Annuity Payments.

Premium Tax

Any Premium Taxes owed by the Company to any governmental entity.

Purchase Payment

Any payment made toward this contract.

Quarterly Anniversary

The day that occurs three, six, and nine calendar months after the Issue Date or any subsequent Contract Anniversary. Quarterly Anniversaries also include Contract Anniversaries.

Purchase Payments

Initial Purchase Payment

The Initial Purchase Payment is the Purchase Payment we receive on and before the Issue Date and is shown on the Contract Schedule. The Initial Purchase Payment must be greater than or equal to the Minimum Required Purchase Payment shown on the Contract Schedule, and cannot be greater than the Maximum Total Purchase Payments shown on the Contract Schedule without our approval.

Additional Purchase Payments

Additional Purchase Payments are Purchase Payments we receive after the Issue Date and during the Base Account Accumulation Phase. Additional Purchase Payments must be greater than or equal to the Minimum Additional Purchase Payment shown on the Contract Schedule. We may decline any Additional Purchase Payment.

No Default

This contract will not be in default if you do not make Additional Purchase Payments.

Allocation of Purchase Payments

We allocate Purchase Payments to one or more of the Accounts and Investment Options according to your instructions. Your instructions must comply with the Allocation Guidelines and Investment Option restrictions shown on the Contract Schedule. However, we may allocate the Initial Purchase Payment to the Money Market Investment Option until the end of the Right to Examine period.

Unless you inform us otherwise, we allocate Additional Purchase Payments in the same manner as the Initial Purchase Payment. In addition, for each Account that has Investment Option restrictions, at the end of the Business Day before each Quarterly Anniversary, we rebalance the Account Value in each of your selected Investment Options according to your allocation instructions for Additional Purchase Payments.

Variable Account

The Variable Account consists of assets we have set aside and have kept separate from the rest of our assets and those of our other separate accounts. The assets of the Variable Account, equal to reserves and other liabilities of this contract and all other contracts issued through the Variable Account, will not be charged with liabilities arising out of any other business we may conduct.

The Variable Account assets are divided into subaccounts corresponding to the Accounts and Investment Options you select.

Account Values

How the Account Values increase and decrease

Account Values increase and decrease based on Purchase Payments, Transfers, Withdrawals, the deduction of contract and rider fees and charges, and the investment performance of the Investment Options you select.

We place Purchase Payments you allocate to the Accounts and Investment Options into subaccounts of the Variable Account. Each subaccount invests exclusively in one Investment Option within an Account. We use Accumulation Units to account for all amounts allocated to or withdrawn from each subaccount as a result of Purchase Payments, Withdrawals, Transfers, or the deduction of contract and rider fees and charges. We determine each Account Value in the Variable Account by multiplying the number of subaccount Accumulation Units in an Account by the subaccount's Accumulation Unit Value and then adding these results together.

Account Values *continued from previous page*

Number of Accumulation Units

On the Issue Date, the number of Accumulation Units in each subaccount is equal to the initial Purchase Payment amount allocated to that subaccount, divided by that subaccount's Accumulation Unit Value.

At the end of each Business Day we adjust the number of Accumulation Units in each subaccount as follows. Additional Purchase Payments and Transfers into a subaccount will increase the number of Accumulation Units. Withdrawals, Transfers out of a subaccount, and the deduction of any Transfer Fee, Contract Maintenance Charge or any charge associated with an attached rider will decrease the number of Accumulation Units. The change in the number of Accumulation Units is equal to the net amount allocated to or deducted from the subaccount, divided by that subaccount's Accumulation Unit Value.

Accumulation Unit Value

We arbitrarily set the initial Accumulation Unit Value for each subaccount. At the end of each Business Day, we multiply the Accumulation Unit Value for each subaccount at the end of the prior Business Day by the Net Investment Factor for that subaccount at the end of the current Business Day to determine the new Accumulation Unit Value for that subaccount.

Net Investment Factor

We determine the Net Investment Factor for a subaccount by:

- (a) dividing the Investment Option's Net Asset Value at the end of the current Business Day by the Net Asset Value at the end of the prior Business Day,
- (b) adding any dividend or capital gains declared on behalf of the Investment Option that has an ex-dividend date after the prior Business Day and before the close of business on the current Business Day, and
- (c) multiplying this result by one minus the Base Account Fee, if applicable, for the current Business Day and any additional calendar days since the prior Business Day and charges for any tax liability related to this contract or the Variable Account. The Base Account Fee is shown on the Contract Schedule.

Net Asset Value

The Net Asset Value is the valuation of an underlying Investment Option, less any investment management and portfolio administration fees and expenses, as of the close of trading on a Business Day.

Transfers

You can Transfer all or a part of the Account Value in an Investment Option into another Investment Option within an Account, or into another Investment Option in another Account, by providing an Authorized Request. If we offer more than one Investment Option group in an Account, you can make Transfers into or out of these groups as long as you comply with any Investment Option restrictions shown on the Contract Schedule.

Each Contract Year, you are allowed the Number of Free Transfers Permitted shown on the Contract Schedule. This applies to Transfers before and after the Annuity Date.

We may charge a Transfer Fee for each Transfer you make in excess of the Number of Free Transfers Permitted. Transfers we make at the end of the Right to Examine period, Transfers made pursuant to a regularly scheduled Transfer, Transfers made between the same Investment Option in different Accounts, quarterly rebalancing Transfers, or other Transfers under programs specifically waiving the Transfer Fee are not counted in determining the application of the Transfer Fee.

Transfers *continued from previous page*

All Transfers are subject to the following.

- Each Transfer of Base Account Value into another Account reduces the Base Account Value on a dollar for dollar basis.
- Any Transfer Fee that we may impose is shown on the Contract Schedule. We deduct the Transfer Fee from the Investment Options from which the Transfer is made. If you are transferring from multiple Investment Options, we treat the Transfer as a single transfer, and we deduct any Transfer Fee proportionately from the Investment Options. If you Transfer the total amount in the Investment Option, then we deduct the Transfer Fee from the amount transferred. The deduction of the Transfer Fee reduces the Account Values on a dollar for dollar basis. We deduct the Transfer Fee from the Account Values at the end of the Business Day that we process the transfer request.
- We may limit Transfers until the end of the Right to Examine period.
- Any transfer request must clearly specify the amount you wish to Transfer and the Accounts and Investment Options involved.
- After the Annuity Date, you cannot make Transfers from a fixed Annuity Payment stream to a variable Annuity Payment stream.
- After the Annuity Date, you can make Transfers from a variable Annuity Payment stream to establish a new fixed Annuity Payment stream. The number of Annuity Units canceled from a subaccount is equal in value to the amount of Annuity Reserve transferred out of the subaccount. Annuity Reserve is the assets that support the selected Annuity Option during the Annuity Phase. The amount transferred purchases fixed Annuity Payments under the Annuity Option in effect based on the Annuitant's gender (where permitted) and Age at the time of the Transfer.

Your right to make Transfers is subject to modification if we determine, at our sole discretion, that the exercise of the right by one or more Owners is, or would be, to the disadvantage of other Owners. We may apply restrictions in any manner reasonably designed to prevent any use of the transfer right which we consider to be to the disadvantage of other Owners, including rejecting a transfer request. We may apply restrictions on Transfers into or out of one or more of the Investment Options, which could include, but are not limited to, the following.

- Requiring a minimum time period between each Transfer.
- Limiting the frequency of Transfers.
- Not accepting a transfer request from, or made on your behalf by, a third party.
- Limiting the dollar amounts that an Owner can Transfer between the Investment Options at any one time.
- Not accepting transfer instructions other than by first class U.S. mail.
- Prohibiting Transfers into specific Investment Options.

If you use this transfer privilege, we are not liable for Transfers made in accordance with your instructions. We determine the number and value of the subaccount Accumulation Units to be transferred as of the end of the Business Day immediately following our receipt of the Authorized Request for Transfer.

Suspension of payments or transfers

We may suspend or postpone Transfers or payments for withdrawals from the Variable Account for any period when:

- The New York Stock Exchange is closed, other than customary weekend and holiday closings.
- Trading on the New York Stock Exchange is restricted.
- An emergency, as determined by the Securities and Exchange Commission, exists as a result of which disposal of the Investment Option shares is not reasonably practicable or we cannot reasonably value the Investment Option shares.
- During any other period when the Securities and Exchange Commission, by order, so permits for the protection of Owners.

Contract Charges

Base Account Fee

If you allocate to the Base Account, we deduct a Base Account Fee from your selected Base Account Investment Options' assets on each Business Day during the Base Account Accumulation Phase, and during the Annuity Phase if you select variable Annuity Payments. We do not deduct a Base Account Fee during the Annuity Phase for any portion of the Base Account Value that you apply to fixed Annuity Payments.

The Base Account Fee is an annualized rate that is calculated and accrued on a daily basis as a percentage of the Base Account Investment Options' Net Asset Value. This fee's annualized rate is shown on the Contract Schedule.

During the Base Account Accumulation Phase, the Base Account Fee continues until the Base Account Accumulation Phase terminates. During the Annuity Phase, the Base Account Fee continues until the variable Annuity Payments terminate.

Contract Maintenance Charge

We deduct an annual Contract Maintenance Charge. This charge is shown on the Contract Schedule.

Before the Annuity Date, we deduct the Contract Maintenance Charge first from the Base Account Value. If this charge is greater than the Base Account Value, we deduct the remaining charge proportionately from any other Account Value associated with an attached rider that is greater than zero. The deduction of the Contract Maintenance Charge reduces the Account Values on a dollar for dollar basis. We deduct the Contract Maintenance Charge from the Account Values on the last Business Day of each Contract Year. We deduct the Contract Maintenance Charge from the appropriate Account's Investment Options proportionately based on the amount of the Account Value in each Investment Option relative to the total Account Value. On and after the Annuity Date, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment.

Before the Annuity Date, we do not deduct the Contract Maintenance Charge if the Contract Value at the time we deduct the charge is greater than or equal to the Designated Amount shown on the Contract Schedule. On and after the Annuity Date, we do not deduct the Contract Maintenance Charge if the Base Account Value on the Annuity Date is greater than or equal to the Designated Amount. If you take a Full Withdrawal on a date other than on a Contract Anniversary, we deduct the full Contract Maintenance Charge. If you own more than one of this contract, we use the total Contract Value or Base Account Value, as applicable, for all of the contracts to determine if we waive this charge. If the total Contract Value, or Base Account Value, as applicable, for all of the contracts registered under the same social security or tax identification number is greater than or equal to the Designated Amount at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge.

Withdrawals

Before the Annuity Date, you can request a Full or Partial Withdrawal from this contract by providing an Authorized Request.

We pay the amount of any Withdrawal from the Variable Account within seven days of receipt of an Authorized Request unless the Suspension of payments or transfers provision of this contract is in effect.

Full Withdrawal

A Full Withdrawal is a request for the total Contract Value. We process a Full Withdrawal on the Business Day we receive an Authorized Request based on the values at the end of the Business Day. The Full Withdrawal amount is equal to the total Contract Value minus any Contract Maintenance Charge and any accrued charge associated with an attached rider. This contract terminates upon a Full Withdrawal.

Withdrawals *continued from the previous page*

Partial Withdrawals

A Partial Withdrawal is a request for an amount less than the total Contract Value. Each Partial Withdrawal must be greater than or equal to the Minimum Partial Withdrawal shown on the Contract Schedule. If we offer more than one Investment Option group in an Account, you can make Withdrawals from these groups as long as you comply with any Investment Option restrictions shown on the Contract Schedule.

We deduct Partial Withdrawals proportionately from the Investment Options, unless we receive alternate instructions. The deduction of a Partial Withdrawal reduces the Account Values on a dollar for dollar basis. We deduct a Partial Withdrawal from the Account Values at the end of the Business Day that we process the Withdrawal request.

If you request a Partial Withdrawal that causes the Contract Value to be less than the Minimum Required Value shown on the Contract Schedule, we treat your request as a Full Withdrawal.

Annuity Payments

This contract provides for variable or fixed Annuity Payments, or a combination of both variable and fixed Annuity Payments. The Annuity Date is the date Annuity Payments begin. The Annuity Date must be the first day of the calendar month.

How Annuity Payments begin

You may begin Annuity Payments by providing an Authorized Request. The scheduled Annuity Date is the Latest Annuity Date. You may request a different Annuity Date by providing an Authorized Request at least 30 days before the Annuity Date. Your requested Annuity Date is subject to our approval and cannot be earlier than the Earliest Annuity Date or later than the Latest Annuity Date. We require you to begin Annuity Payments on the Latest Annuity Date if the Contract Value is greater than zero. The Annuity Date will never be later than the last Annuity Date permitted by applicable state or federal law. The Earliest Annuity Date and Latest Annuity Date are shown on the Contract Schedule.

We make Annuity Payments according to the Annuity Option and payment frequency you select. You can select a monthly, quarterly, semi-annual, or annual payment frequency. We may require that Annuity Payments be greater than or equal to the Minimum Annuity Payment shown on the Contract Schedule. We send Annuity Payments to the Payee.

If you do not select an Annuity Option or payment frequency, we make monthly variable Annuity Payments, according to Option 2 – Life Annuity with a 5-year guaranteed period.

Before the Annuity Date, we may require proof of the Age and gender of an Annuitant.

On and after the Annuity Date, you cannot change the Annuity Option or the payment frequency, and we may periodically require proof that the Annuitant is still living.

If a sole Owner dies on or after the Annuity Date, the Beneficiary becomes the Owner of this contract. If a Joint Owner dies on or after the Annuity Date, the surviving Joint Owner becomes the sole Owner of this contract.

How we calculate Annuity Payments

We calculate Annuity Payments on the Annuity Date using the Adjusted Base Account Value and current purchase rates for the Annuity Option you select. Current purchase rates will be greater than or equal to the rates in the Guaranteed Purchase Rate Tables shown on the Contract Schedule. You may contact us at any time to get the current purchase rates that we would use if you were to begin Annuity Payments at that time.

Annuity Payments *continued from the previous page*

Fixed Annuity Payments

The guaranteed purchase rates for fixed Annuity Payments are based on the Annuity Mortality Table and the Minimum Annual Annuity Payment Rate, and are shown in Table A on the Contract Schedule. The Annuity Mortality Table and Minimum Annual Annuity Payment Rate are also shown on the Contract Schedule.

Fixed Annuity Payments are equal to the portion of the Adjusted Base Account Value allocated to fixed Annuity Payments, divided by \$1,000, and then multiplied by the applicable purchase rate for the Annuity Option you select. Fixed Annuity Payments will not change, unless as described in Annuity Option 3 – Joint and Last Survivor Annuity.

Variable Annuity Payments

The guaranteed purchase rates for variable Annuity Payments are based on the Annuity Mortality Table and the Assumed Investment Rate, and are shown in Table B on the Contract Schedule. The Annuity Mortality Table and Assumed Investment Rate are also shown on the Contract Schedule.

The first variable Annuity Payment is equal to the portion of the Adjusted Base Account Value allocated to variable Annuity Payments, divided by \$1,000, and then multiplied by the applicable purchase rate for the Annuity Option you select. Variable Annuity Payments may change, based on the performance of your selected Investment Options and the Assumed Investment Rate.

We then purchase a fixed number of Annuity Units on the Annuity Date for each subaccount of your selected Investment Options. We do this by dividing the amount of the first Annuity Payment among your selected Investment Options' subaccounts according to your future Purchase Payment allocation instructions. We then divide the Annuity Payment amount in each subaccount by the subaccount's Annuity Unit value.

On each Business Day after the Annuity Date, we determine each subaccount's Annuity Unit value by multiplying the Annuity Unit value for the prior Business Day by the Net Investment Factor for the current Business Day, and then dividing by the assumed Net Investment Factor for the current Business Day. The assumed Net Investment Factor for the current Business Day is equal to one plus the Assumed Investment Rate, adjusted to reflect the number of calendar days that have elapsed since the prior Business Day.

Thereafter, the number of Annuity Units in each subaccount remains unchanged unless you make a Transfer. However, the number of Annuity Units will change if, under Annuity Option 3, one Annuitant dies and you requested Annuity Payments at 75% or 50% of the previous payment amount. All calculations will appropriately reflect the payment frequency you selected.

On each subsequent variable Annuity Payment date, the total variable Annuity Payment is the sum of the variable Annuity Payments for each subaccount. We determine the Annuity Payment for each subaccount by multiplying the subaccount's number of Annuity Units by the Annuity Unit value on the payment date.

Annuity Options

You may select an Annuity Option other than Options 1 through 5 with our written agreement.

Option 1 – Life Annuity

We make Annuity Payments during the life of the Annuitant. The last payment will be the one that is due before the Annuitant's death.

Option 2 – Life Annuity with a guaranteed period over 5, 10, 15 or 20 years

We make Annuity Payments during the life of the Annuitant. If the Annuitant dies before the end of the selected guaranteed period we continue to make Annuity Payments to the Payee for the rest of the guaranteed period. If the Payee and Annuitant were the same person, we will make payments to the Owner. If the Payee, Annuitant and Owner were the same person, we will make payments to the Beneficiary.

Alternatively, the Owner can select to receive a lump sum payment. A lump sum payment under this Annuity Option is equal to the present value of the remaining guaranteed Annuity Payments, as of the date we receive proof of the Annuitant's death and a payment selection form.

For variable Annuity Payments, we base the remaining guaranteed Annuity Payments on the current value of the Annuity Units and we use the Assumed Investment Rate to calculate the present value.

Annuity Payments *continued from the previous page*

Option 2 – Life Annuity with a guaranteed period over 5, 10, 15 or 20 years (continued)

For fixed Annuity Payments, we calculate the present value of the remaining guaranteed Annuity Payments using the Statutory Calendar Year Interest Rate based on the NAIC Standard Valuation Law for Single Premium Immediate Annuities corresponding to the Annuity Date.

We require due proof of death of the Annuitant and return of this contract before we make any lump sum payment.

Option 3- Joint and Last Survivor Annuity

We make Annuity Payments during the lifetimes of the Annuitant and Joint Annuitant. Upon the death of one Annuitant, Annuity Payments to the Payee continue during the lifetime of the surviving Joint Annuitant at a level of 100%, 75% or 50% of the previous amount, as selected by the Owner. The last payment will be the one that is due before the last surviving Joint Annuitant's death.

Option 4 – Joint and Last Survivor Annuity with a guaranteed period over 5, 10, 15 or 20 years

We make Annuity Payments during the lifetime of the Annuitant and Joint Annuitant. Upon the death of one Annuitant, Annuity Payments to the Payee continue during the lifetime of the surviving Joint Annuitant at 100% of the previous amount. If the surviving Joint Annuitant dies after the selected guaranteed period, the last payment will be the one that is due before the Annuitant's death. However, if both Joint Annuitants die before the end of the selected guaranteed period, we continue to make Annuity Payments to the Payee for the rest of the guaranteed period. If the Payee and Annuitant were the same person, we will make payments to the Owner. If the Payee, Annuitant and Owner were the same person, we will make payments to the Beneficiary.

Alternatively, the Owner can select to receive a lump sum payment. A lump sum payment under this Annuity Option is equal to the present value of the remaining guaranteed Annuity Payments, as of the date we receive due proof of the last surviving Joint Annuitant's death.

For variable Annuity Payments, we base the remaining guaranteed Annuity Payments on the current value of the Annuity Units and we use the Assumed Investment Rate to calculate the present value.

For fixed Annuity Payments, we calculate the present value of the remaining guaranteed Annuity Payments using the Statutory Calendar Year Interest Rate based on the NAIC Standard Valuation Law for Single Premium Immediate Annuities corresponding to the Annuity Date.

We require due proof of death of both Joint Annuitants and return of this contract before we make any lump sum payment.

Option 5 – Refund Life Annuity

We make Annuity Payments during the lifetime of the Annuitant. The last payment will be the one that is due before the Annuitant's death. After the Annuitant's death, the Payee can receive a lump sum refund.

For fixed Annuity Payments, the refund equals the Adjusted Base Account Value on the Annuity Date minus all Annuity Payments made.

For variable Annuity Payments, the refund is the sum of refund amounts attributable to each Investment Option. We calculate the refund amount for a given Investment Option using the following formula.

$(a) \times \{[(b) \times (c) \times (d)/(e)] - [(d) \times (f)]\}$, where:

- (a) is the Annuity Unit value of the subaccount for that Investment Option as of the Business Day when due proof of death of the Annuitant is received by us.
- (b) is the amount applied to variable Annuity Payments on the Annuity Date.
- (c) is the allocation percentage in that subaccount, in decimal form, as of the Business Day when due proof of death of the Annuitant is received by us.
- (d) is the number of Annuity Units used in determining each variable Annuity Payment attributable to that subaccount as of the Business Day when due proof of death of the Annuitant is received by us.
- (e) is the dollar value of the first variable Annuity Payment.
- (f) is the number of variable Annuity Payments made since the Annuity Date.

We base this calculation on the allocation of Annuity Units in force as of the Business Day when due proof of death of the Annuitant is received by us. If the total refund determined using the above calculation is less than or equal to zero, no refund payment is due.

Death Benefit

Who receives the Death Benefit

If the sole Owner dies before the Annuity Date, we pay the Death Benefit to the Beneficiary.

If a Joint Owner dies before the Annuity Date, the surviving Joint Owner automatically becomes the sole primary Beneficiary, replacing all Beneficiaries previously named, and we pay the Death Benefit to the surviving Joint Owner. If the Joint Owners were spouses and the surviving Joint Owner dies before we pay the Death Benefit, we pay the Death Benefit to any named contingent Beneficiaries. If there are no named contingent Beneficiaries, we pay the Death Benefit to the estate of the Joint Owner that last died. If the Joint Owners were not spouses and the surviving Joint Owner dies before we pay the Death Benefit, we pay the Death Benefit to the estate of the Joint Owner that last died.

If the Owner is a non-individual and the Annuitant dies before the Annuity Date, we pay the Death Benefit to the Beneficiary.

If there are multiple Beneficiaries, they share equally in the Death Benefit unless you have specified different percentages.

Base Death Benefit

Before the Annuity Date, the Base Death Benefit is the Adjusted Base Account Value determined at the end of the Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death.

The Base Death Benefit remains in the Variable Account until distribution begins.

Payment of the Death Benefit

We require due proof of death, selection of a death benefit payment option, and any required governmental forms before we pay any Death Benefit. Due proof of death includes a certified copy of the death certificate, a decree of court of competent jurisdiction as to the finding of death, or any other proof satisfactory to us.

All Death Benefits will be paid in accordance with applicable law or regulations governing Death Benefit payments under Option A, B, or C.

Continuation of this contract by the surviving spouse

An eligible surviving spouse can choose to continue their portion of this contract, instead of receiving payment of the Death Benefit, by providing an Authorized Request.

If a Beneficiary is the surviving spouse of the deceased Owner, he or she is eligible to continue their portion of this contract as the sole Owner.

If a Joint Owner is the surviving spouse of the deceased Owner, he or she is eligible to continue their portion of this contract as the sole Owner.

If the Owner is a non-individual, a Beneficiary is the surviving spouse of the deceased Annuitant, and this contract is qualified under the federal tax code, the surviving spouse is eligible to continue their portion of this contract as the Annuitant.

If a surviving spouse continues this contract as the sole Owner, he or she can exercise all Ownership rights under this contract.

Death Benefit *continued from the previous page*

Death benefit payment options

If the Owner has not previously designated a death benefit payment option, a Beneficiary must request that the Death Benefit be paid by one of the payment options below.

Option A - A lump sum payment of the Death Benefit. We do not deduct the Contract Maintenance Charge under this Option.

Option B - Deferral of payment of the Death Benefit for up to five years from the date of the death of any Owner. This option is available only if the Owner dies before the Annuity Date.

Option C - If the Beneficiary is an individual, payment of the Death Benefit as an Annuity Payment under an Annuity Option over the lifetime of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary. Distribution must begin within one year of the date of death of any Owner's death. We no longer assess the Contract Maintenance Charge on any portion of the death benefit applied to fixed Annuity Payments, or if the Base Account Value on the Annuity Date is greater than or equal to the Designated Amount. We continue to assess the full Contract Maintenance Charge on each Beneficiary's portion proportionately for any portion of the death benefit applied to variable Annuity Payments.

Any portion of the Death Benefit not applied to Annuity Payments under an Annuity Option within one year of the date of the Owner's death must be distributed within five years of the date of death.

If a beneficiary requests a lump sum payment, we pay the amount from the Variable Account within seven days of receipt of both an Authorized Request of the death benefit payment option and due proof of death, including any required governmental forms, unless the Suspension of payments or transfers provision in this contract is in effect.

Ownership

Assignment of this contract

You can, by Authorized Request and with our written consent, assign or otherwise transfer your rights under this contract. We reserve the right to refuse to consent to assignments or other transfers at any time on a non-discriminatory basis. We will withhold our consent if the assignment or other transfer would violate or result in noncompliance with any applicable state or federal law or regulation. Upon consent, we will record the assignment. We will not be liable for any payment made or action taken before we consent and record the assignment. We will not be responsible for the validity or tax consequences of any assignment. If the Contract is assigned, your rights may only be exercised with the consent of the assignee of record.

Change of Ownership

You can, by Authorized Request and with our written consent, change ownership of this contract to a new Owner before the Annuity Date. The Owner may be an individual or non-individual. We reserve the right to refuse to consent to any change of ownership at any time on a non-discriminatory basis. We will not consent if the change in ownership would violate or result in noncompliance with any applicable state or federal law or regulation. Upon consent, we will record the change of ownership, subject to our underwriting guidelines at the time of the request. We will not be responsible for the validity or effect of the change of ownership, including tax consequences of such transfer. We will not be liable to the new Owner for any actions we take or payments we make before we consent and record the change of ownership.

A change of Ownership does not change the Annuitant or Beneficiary. The new Owner can request a change of Annuitant or Beneficiary by providing an Authorized Request.

Non-Individual owners

If this contract is owned by a non-individual, then we treat the Annuitant as the Owner for purposes of any Death Benefit. We use the Age of the Annuitant to determine any Death Benefit. If the Annuitant dies on a non-individually owned contract, we pay the Death Benefit.

Ownership *continued from the previous page*

Change of Annuitant

A non-individual Owner cannot change the Annuitant. Otherwise, you can change the Annuitant before the Annuity Date by providing an Authorized Request. If the Annuitant dies before the Annuity Date, a sole Owner automatically becomes the Annuitant, but can name another Annuitant at any time. If there are Joint Owners, the younger Joint Owner automatically becomes the Annuitant, but the Joint Owners can name another Annuitant at any time. An Annuitant change takes effect as of the date you signed the Notice, subject to our approval guidelines at that time. We will not be liable for any actions we take or payments we make before we receive the Authorized Request.

Change of Beneficiary

For solely owned contracts, you can change the Beneficiary at any time by providing an Authorized Request.

For jointly owned contracts, the surviving Joint Owner is the sole primary Beneficiary and cannot be changed. For tax reasons, we do not allow non-spousal Joint Owners to appoint contingent Beneficiaries.

An irrevocable Beneficiary must give written consent before we will change the Beneficiary. A Beneficiary change takes effect as of the date you signed the Authorized Request. We will not be liable for any actions we take or payments we make before we receive the Authorized Request.

General Provisions

Entire contract

We have issued this contract in consideration of the Initial Purchase Payment. This contract, any attached application, any amendments, endorsements, and any riders together are the entire contract.

Incontestability of this contract

We will not contest this contract.

Misstatement of Age or gender

After the Annuity Date, if there is a misstatement of the Age or gender of the Annuitant, we recalculate the Annuity Payments based on the correct Age and gender. If the misstatement caused an underpayment, we pay the Payee the difference in one payment. If the misstatement caused an overpayment, we reduce the next payment by the amount of the difference. If the amount of the difference is larger than the next payment, we reduce the subsequent payment, and so on until the entire difference has been subtracted. If the future payments are insufficient to cover the difference, we bill the Payee for the amount due.

Annual report

At the end of each Contract Year before the Annuity Date, we send you a report that shows contract activity and Account Values.

No dividends are payable

This contract is nonparticipating. This contract does not participate in our profits or surplus.

Who can make changes in this contract

Only our President together with our Secretary has the authority to make any changes to this contract. Any change must be in writing.

General Provisions *continued from previous page*

Taxes

Taxes paid to any governmental entity results in an amount equivalent to the tax being charged against the Contract Value. We, in our sole discretion, determine whether taxes have resulted from the investment experience of the Variable Account, our receipt of Purchase Payments, or commencement of Annuity Payments. We may, at our discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. This will not waive any right we may have to deduct previously paid amounts at a later date.

We may establish a provision for federal income taxes if we determine, in our sole discretion, that we will incur such tax as a result of the operation of the Variable Account. We will deduct for any income taxes incurred as a result of the operation of the Variable Account whether or not there was a provision for taxes and whether or not it was sufficient.

We deduct any withholding taxes from any payment we make, as required by applicable law.

Protection of proceeds

No Beneficiary can commute, encumber, alienate or assign any payment under this contract before it is due. To the extent permitted by law, no payment is subject to the debts, contracts or engagements of any Beneficiary or to any judicial process to levy upon or attach the same for payment thereof.

Evidence of survival

Where any benefits under this contract are contingent on a person being alive on a given date, we may require proof satisfactory to us that the condition has been met.

Termination

This contract terminates when:

- All applicable phases of the contract have terminated.
- All applicable Death Benefit payments have been made.

Amendments

We may amend this contract in order to include any future changes which would retain this contract's qualification for treatment as an annuity, whether under state or federal law, including the following.

- The Internal Revenue Code, as amended.
- Internal Revenue Service Rulings and Regulations.
- Any requirements imposed by the Internal Revenue Service.

**Allianz Life Insurance Company
of North America**
[PO Box 561]
[Minneapolis, MN 55440-0561]

[800/624-0197]

Purchase Payments we receive for this contract accumulate to provide Annuity Payments or a Death Benefit. **This is a variable annuity contract with Contract Value and Annuity Payments increasing or decreasing depending on the experience of the Variable Account.** This contract is nonparticipating, with no dividends payable. Benefits available under this contract are not less than those required by statute of the state in which this contract is delivered.

Contract Schedule

Owner:	[John Doe]	Contract Number:	[??687456]
[Joint Owner:	[Jane Doe]]	Issue Date:	[04/15/10]
Annuitant:	[John Doe]	Earliest Annuity Date:	[Issue Date + 2 Years]
Annuitant's Age and Gender:	[35 Male]	Latest Annuity Date:	[Later of: Annuitant's 90 th b-day or Issue Date + 10 years]

Purchase Payments

Initial Purchase Payment:	[\$75,000]
Minimum Required Purchase Payment:	[\$75,000]
Minimum Additional Purchase Payment:	[\$50]
Maximum Total Purchase Payments:	[\$1 million; higher amounts may be accepted with our approval]

Transfers

Number of Free Transfers Permitted:	[12] each Contract Year
Transfer Fee:	[\$25] for each transfer in excess of the free transfers permitted

Contract Charges

Base Account Fee:	[0.30]%
Contract Maintenance Charge:	[\$75.00] each Contract Year
Designated Amount:	[\$100,000]

Withdrawals

Minimum Partial Withdrawal:	[\$500]
Minimum Required Value:	[\$2,000]

Annuity Payments

Minimum Annuity Payment:	[\$50]
Annuity Mortality Table:	[Annuity 2000 Mortality Table]
Minimum Annual Annuity Payment Rate:	[2.5]%
Assumed Investment Rate:	[5]%

Guaranteed Purchase Rate Tables

Upon request, we will furnish rates for ages and guaranteed periods not shown.

Table A										
Fixed Annuity Options - Guaranteed monthly annuity payments per \$1,000										
	Option 1		Option 2				Option 3	Option 4	Option 5	
			10-year guaranteed period		20-year guaranteed period		100% joint and survivor	10-year guaranteed period		
Age on Annuity Date	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B										
Variable Annuity Options - Guaranteed initial monthly annuity payment per \$1,000										
	Option 1		Option 2				Option 3	Option 4	Option 5	
			10-year guaranteed period		20-year guaranteed period		100% joint and survivor	10-year guaranteed period		
Age on Annuity Date	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

Income Advantage Account [(08.10)] Rider

We designed this rider to provide a payment stream for life.

This rider forms a part of the contract to which it is attached and is effective on the Issue Date shown on the Contract Schedule. In the case of a conflict with any provision in the contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the contract or are added in this rider. This rider terminates as indicated under the **Termination of this rider** provision.

Definitions

Income Advantage Account Accumulation Phase

The Income Advantage Account Accumulation Phase generally begins on the Business Day you allocate to the Income Advantage Account. However, if you immediately begin Income Advantage Payments, the Income Advantage Account will not have an Income Advantage Account Accumulation Phase. The Income Advantage Account Accumulation Phase ends on the earliest of the following.

- On the Benefit Election Date that you request Income Advantage Payments.
- The Business Day we process your request for a Full Withdrawal of the total Contract Value.
- The Business Day before the Annuity Date.
- The Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death, upon the death of any Owner, unless this contract is continued by the deceased Owner's spouse.

Benefit Anniversary

A twelve-month anniversary of the Benefit Election Date or any subsequent twelve-month Benefit Anniversary.

Benefit Election Date

The date we first establish the initial annual maximum Income Advantage Payment.

Benefit Year

A period of 12 months. The first Benefit Year begins on the Benefit Election Date. Subsequent Benefit Years begin on the Benefit Anniversaries. All Benefit Years end at the end of the day before the next Benefit Anniversary.

Covered Person

The person on whose Age we base when Income Advantage Payments begin. We determine the Covered Person on the Issue Date.

For single Income Advantage Payments.

- If the contract is solely owned, the Covered Person is the Owner.
- If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person.
- If the contract is owned by a non-individual, the Covered Person is the Annuitant.

For joint Income Advantage Payments, you and your spouse are the Covered Persons.

For joint Income Advantage Payments under contracts that are not qualified under the tax code.

- Spouses must be Joint Owners; or
- One spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary.

For joint Income Advantage Payments under contracts that are qualified under the tax code.

- One spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary; or
- One spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or
- If we require a non-individual owner to be the sole primary Beneficiary, then one spouse must be the Annuitant and the other spouse must be the sole contingent Beneficiary.

Spouses must qualify as such under federal law until this rider terminates. If at any time before this rider terminates you are no longer spouses you must send us notice.

Definitions *continued from the previous page*

Covered Person (continued)

A person no longer qualifies as a Covered Person and is removed from the contract if that person is no longer an Owner, Joint Owner, Annuitant, or Beneficiary as required above.

After the Issue Date, you cannot add or replace a Covered Person. You can remove a Covered Person if you initially selected joint Income Advantage Payments. You can only make this change once.

Before the Benefit Election Date, you can remove a joint Covered Person on any Contract Anniversary by providing an Authorized Request within 30 days before a Contract Anniversary. After the Benefit Election Date, you can remove a joint Covered Person on any Benefit Anniversary by providing an Authorized Request within 30 days before a Benefit Anniversary. Your request is effective on the Contract Anniversary, or the Benefit Anniversary, if applicable. If the Contract Anniversary or Benefit Anniversary does not occur on a Business Day, your request is effective on the next Business Day.

If you remove a joint Covered Person from the contract, we change the Income Advantage Account Fee for joint Income Advantage Payments to the Income Advantage Account Fee for single Income Advantage Payments that is in effect at the time your request is effective. We guarantee that if we increase the Income Advantage Account Fee, it will not exceed the Maximum Income Advantage Account Fee shown on the Contract Schedule.

Joint Income Advantage Payments may not be available for some contracts that are owned by a non-individual.

Current Treasury Rate

The Current Treasury Rate is calculated by reference to the Ten-year U.S. Constant Maturity Treasury rate from the end of the last Business Day of the previous week if we receive your Authorized Request for Income Advantage Payments by 4 p.m. Eastern Time on the last Business Day of the current week. If we receive your Authorized Request after 4 p.m. Eastern Time on the last Business Day of the week, we process your request using the treasury rate for the next week.

If the publication of the Ten-year U.S. Constant Maturity Treasury rate is discontinued, or if the calculation of the rate is changed substantially, we will seek regulatory approval to substitute a comparable rate. When we receive approval, we will send you, and any assignee of record, notice of the substitution at your last known addresses.

Excess Withdrawal

If you take a Withdrawal from the Income Advantage Account on or after the Benefit Election Date, an Excess Withdrawal is the amount of the Withdrawal that, when added to other Withdrawals taken from the Income Advantage Account during the Benefit Year and the annual actual Income Advantage Payment, is greater than the annual maximum Income Advantage Payment. We treat any portion of a Withdrawal you take while you are receiving Income Advantage Payments that is not an Excess Withdrawal as an Income Advantage Payment.

If, at the end of the Business Day before your withdrawal request or at the end of the Business Day that we process your withdrawal request, the Contract Value is or would be less than the Minimum Required Value, we send you the total remaining Contract Value, Income Advantage Payments stop, and this rider and the contract terminate on the Business Day you took the Withdrawal.

Income Advantage Account

The account available to you under this rider.

Income Advantage Account Value

The sum of the values in the selected Income Advantage Account Investment Options.

Income Advantage Death Benefit

The death benefit provided by this rider.

Income Advantage Payment

The payment we make to you under this rider.

Income Phase

The period of time beginning on the Benefit Election Date during which we make Income Advantage Payments.

Definitions *continued from the previous page*

Payment Date

The date you select on which Income Advantage Payments begin.

Quarterly Anniversary Value

A value we use in determining the Benefit Base and the Income Advantage Death Benefit under this rider.

Purchase Payments

Additional Purchase Payments to the Income Advantage Account

We only accept Additional Purchase Payments to the Income Advantage Account after the Issue Date and:

- during the Income Advantage Account Accumulation Phase; and
- before the older Covered Person's Latest Contribution Birthday shown on the Contract Schedule.

Additional Purchase Payments must be greater than or equal to the Minimum Additional Purchase Payment shown on the Contract Schedule. We may decline any Additional Purchase Payment.

Maximum Aggregate Contribution to the Income Advantage Account

The Maximum Aggregate Income Advantage Account Contribution is shown on the Contract Schedule. In calculating the Maximum Aggregate Income Advantage Account Contribution, we include the following, all calculated as of the date we process the Purchase Payment, Transfer, or Withdrawal.

- (a) Purchase Payments allocated to the Income Advantage Account,
 - (b) plus any Account Value transferred into the Income Advantage Account,
 - (c) minus the total Income Advantage Account Value withdrawn from, or transferred out of, the Income Advantage Account.
-

Transfers

You can continue to make Transfers between the Income Advantage Account Investment Options while the Income Advantage Account Value is greater than zero, subject to the provisions set out in the Transfers section of the contract.

We no longer allow Transfers into the Income Advantage Account from another Account:

- On and after the Benefit Election Date;
- On and after the older Covered Person's Latest Contribution Birthday; and
- If the value of the Income Advantage Account is greater than or equal to the Maximum Aggregate Income Advantage Account Contribution amount.

The maximum transfer amount you can request from the Income Advantage Account is equal to the Income Advantage Account Value minus the total accumulated Income Advantage Account Fee calculated as of the end of the Business Day we process the Transfer.

Contract Charges

Income Advantage Account Fee

If you allocate to the Income Advantage Account and the Income Advantage Account Value is greater than zero, we deduct an Income Advantage Account Fee each quarter during this Account's Accumulation and Income Phases.

The Income Advantage Fee is an annualized rate that we accrue each day as a percentage of the Benefit Base. If any day that we are to accrue this fee is not a Business Day, we use the Benefit Base at the end of the prior Business Day. This fee's annualized rate is shown on the Contract Schedule.

Contract Charges *continued from the previous page*

Income Advantage Account Fee (continued)

If you allocate any of the Initial Purchase Payment to the Income Advantage Account, we begin calculating the daily Income Advantage Account Fee amount on the day after the Issue Date. If you allocate to the Income Advantage Account after the Issue Date, we begin calculating the daily Income Advantage Account Fee amount on the day after we add your Additional Purchase Payment to the contract, or the day after we process your request to Transfer Account Value into the Income Advantage Account.

We deduct the Income Advantage Account Fee from the Income Advantage Account Value determined at the end of the Business Day before each Quarterly Anniversary, before we use that value to compute the Quarterly Anniversary Value or the Benefit Base. We deduct the Income Advantage Account Fee proportionately from the Income Advantage Account Investment Options. The deduction of the Income Advantage Account Fee reduces the Income Advantage Account Value on a dollar for dollar basis, but does not reduce the Quarterly Anniversary Value or the Benefit Base.

If on a Quarterly Anniversary the Income Advantage Account Value is less than the Income Advantage Account Fee, we deduct any remaining Income Advantage Account Value to cover the Income Advantage Account Fee and reduce the Income Advantage Account Value to zero. If this deduction occurs during the Income Phase, Income Advantage Payments continue even though we no longer assess or deduct the Income Advantage Account Fee.

If you Transfer the total Income Advantage Account Value into another Account, or if you withdraw the total Income Advantage Account Value, we first deduct the total accrued Income Advantage Account Fee as of the end of the Business Day we process the Transfer or Withdrawal and then process the Transfer or Withdrawal.

If the contract terminates due to death, we deduct the final Income Advantage Account Fee from the Income Advantage Account Value before calculating the Income Advantage Death Benefit.

We reserve the right to change the Income Advantage Account Fee on each Quarterly Anniversary, subject to the Maximum Income Advantage Account Fee. If we increase the Income Advantage Account Fee, we will send you written notice.

Withdrawals

Partial Withdrawals

The maximum Partial Withdrawal amount you can request from the Income Advantage Account is equal to the total Income Advantage Account Value minus the total accrued Income Advantage Account Fee as of the end of the Business Day we process the Withdrawal.

Quarterly Anniversary Value

We calculate the Quarterly Anniversary Value for the Benefit Base until the Benefit Election Date and for the Income Advantage Death Benefit until the Income Advantage Death Benefit terminates.

On the Issue Date, the Quarterly Anniversary Value is equal to the Initial Purchase Payment received and allocated to the Income Advantage Account.

At the end of each Business Day we:

- increase the Quarterly Anniversary Value by the amount of any Additional Purchase Payments received and allocated to the Income Advantage Account that day and the amount of any Account Value transferred into the Income Advantage Account that day; and
- reduce the Quarterly Anniversary Value by the greater of the percentage or dollar amount of Income Advantage Account Value withdrawn or transferred that day. Withdrawals include Income Advantage Payments, but do not include amounts withdrawn for Transfer Fees, the Contract Maintenance Charge, or the Income Advantage Account Fee.

Quarterly Anniversary Value *continued from the previous page*

On each Quarterly Anniversary before the End Date, the Quarterly Anniversary Value is equal to the greater of its value or the Income Advantage Account Value, both determined at the end of the prior Business Day. The End Date is the earliest of the older Covered Person's Latest Birthday shown on the Contract Schedule, or the Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death.

If the End Date occurs due to Age, then we continue to calculate the Quarterly Anniversary Value in the same way that we do on each Business Day other than a Quarterly Anniversary until we receive the required death information. If the End Date occurs due to death and there are multiple Beneficiaries, then the Quarterly Anniversary Value will not change once we receive the required death information from any one Beneficiary.

Benefit Base

We base the initial annual maximum Income Advantage Payment and the Income Advantage Account Fee on the Benefit Base.

On the Issue Date and on each Business Day before the Benefit Election Date, the Benefit Base is equal to the Quarterly Anniversary Value.

On the Benefit Election Date, we compare the Benefit Base to the Income Advantage Account Value using the values determined at the end of the prior Business Day. If the Income Advantage Account Value is greater than the Benefit Base, we increase the Benefit Base to equal this value.

On and after the Benefit Election Date, the Benefit Base only changes if we increase the annual maximum Income Advantage Payment through the automatic annual payment increases feature, you take an Excess Withdrawal, or you Transfer Income Advantage Account Value into another Account.

Any Excess Withdrawal, or Transfer of Income Advantage Account Value into another Account, reduces the Benefit Base by the greater of the percentage or dollar amount of Income Advantage Account Value withdrawn or transferred, determined at the end of the Business Day we process the Withdrawal or Transfer.

An automatic annual payment increase may increase or decrease the Benefit Base. If you receive an annual payment increase, we change the Benefit Base to equal the Income Advantage Account Value at the end of the Business Day before the current Benefit Anniversary.

Any change in the Benefit Base changes the amount of the Income Advantage Account Fee calculated and accrued for that day.

Income Advantage Payments

How Income Advantage Payments begin

You can begin Income Advantage Payments by providing an Authorized Request. However, Income Advantage Payments are not available if the initial annual maximum Income Advantage Payment on the Benefit Election Date is less than the Minimum Income Advantage Payment shown on the Contract Schedule. The Benefit Election Date is the date we receive your Authorized Request. On the Benefit Election Date, all Covered Persons must meet the Exercise Ages shown on the Contract Schedule. Income Advantage Payments begin on the Payment Date. The Payment Date must meet the Payment Date Requirements shown on the Contract Schedule.

If you have not begun receiving Income Advantage Payments, and the Income Advantage Account Value is reduced to zero for any reason other than a Withdrawal or Transfer while this rider is in effect, on the next available Benefit Election Date, we begin making annual payments to you of the annual maximum Income Advantage Payment.

Income Advantage Payments *continued from the previous page*

How Income Advantage Payments begin (continued)

On and after the Benefit Election Date that you request Income Advantage Payments, the following applies.

- You can only change the ownership of the contract if you selected joint Income Advantage Payments, and:
 - an Owner dies, and the spouse continues the contract; or
 - you remove a Covered Person from the contract who is also an Owner. In this case, the remaining Covered Person must become the new sole Owner.
- Each Income Advantage Payment, Excess Withdrawal, and Transfer of Income Advantage Account Value into another Account reduces the Income Advantage Death Benefit by the greater of the percentage or dollar amount of Income Advantage Account Value withdrawn or transferred.
- Each Income Advantage Payment, Excess Withdrawal, Transfer of Income Advantage Account Value into another Account, and the deduction of any fees, including Income Advantage Account Fees, Transfer Fees, and Contract Maintenance Charges, reduces the Income Advantage Account Value on a dollar for dollar basis.

How we calculate Income Advantage Payments

On the Benefit Election Date, we base the initial annual maximum Income Advantage Payment on the Benefit Base and the payment percentage. We determine the payment percentage by using the Annual Maximum Income Advantage Payment Table shown on the Contract Schedule and the Current Treasury Rate that is in effect when we receive your Authorized Request for Income Advantage Payments.

The annual maximum Income Advantage Payment is the amount you are entitled to, but you can choose to take less than this amount. The amount you request to receive each Benefit Year is the annual actual Income Advantage Payment. On the Benefit Election Date and on each subsequent Benefit Anniversary, each actual Income Advantage Payment for the Benefit Year is equal to the annual actual Income Advantage Payment divided by the number of payments you selected to receive each year. If the Payment Date does not fall on a Business Day, we make the payment to you on the next Business Day. The initial actual Income Advantage Payment must either be zero or meet the Minimum Income Advantage Payment.

While the Income Advantage Account Value is greater than zero, you can change the frequency and/or amount of Income Advantage Payments on each Benefit Anniversary for the following Benefit Year. You must provide notice of any requested change to the frequency and/or amount of actual Income Advantage Payments at least 30 days before the Benefit Anniversary. We change the payment frequency and/or amount on the Benefit Anniversary and the change remains in effect until the Benefit Anniversary you request another change to the actual Income Advantage Payments. You cannot change the frequency or amount of Income Advantage Payments on or after the Business Day the Income Advantage Account Value is reduced to zero.

Any Excess Withdrawal or Transfer of Income Advantage Account Value into another Account reduces next year's annual maximum Income Advantage Payment on the Benefit Anniversary that occurs after the Excess Withdrawal or Transfer. For each Excess Withdrawal or Transfer, we reduce the annual maximum Income Advantage Payment by the same percentage that we reduced the Benefit Base. If Excess Withdrawals and/or Transfers reduce the annual maximum Income Advantage Payment to less than the Minimum Income Advantage Payment, we either Transfer the total remaining Income Advantage Account Value, minus any Income Advantage Account Fee, into the Base Account, or we send this amount to you. If the Base Account Value is greater than zero, we Transfer this amount into the Base Account, Income Advantage Payments stop, the Income Phase and the Income Advantage Death Benefit terminate, and the Income Advantage Account is no longer available. If the Base Account Value is zero, we send this amount to you and we consider this a Full Withdrawal of the Contract Value.

We deduct each actual Income Advantage Payment, any Excess Withdrawal, and any Transfer of Income Advantage Account Value into another Account proportionately from the Income Advantage Account Investment Options.

When an Income Advantage Payment is due, if the Income Advantage Account Value is greater than zero, but less than the actual Income Advantage Payment, we credit the Income Advantage Account Value with (a) – (b), where:

(a) is the actual Income Advantage Payment; and

(b) is the Income Advantage Account Value immediately before we make the actual Income Advantage Payment.

We then make the actual Income Advantage Payment and reduce the Income Advantage Account Value to zero.

Income Advantage Payments *continued from the previous page*

How we calculate Income Advantage Payments (continued)

While you are receiving Income Advantage Payments, if the Income Advantage Account Value is reduced to zero for any reason other than an Excess Withdrawal or Transfer of the total Income Advantage Account Value into another Account then:

- You can no longer request to receive less than the maximum Income Advantage Payment.
- You can no longer change the frequency of the Income Advantage Payments.
- You continue to receive the maximum Income Advantage Payment at the frequency you previously selected until the deaths of all Covered Persons, unless you begin Annuity Payments. If you begin Annuity Payments, Income Advantage Payments stop, the Income Phase and the Income Advantage Death Benefit terminate, and the Income Advantage Account is no longer available.

Automatic Annual Payment Increases to the Income Advantage Payments

On each Benefit Anniversary before the older Covered Person's Latest Birthday, we may change the annual maximum Income Advantage Payment.

First, we adjust the annual maximum Income Advantage Payment from the prior Benefit Anniversary, or Benefit Election Date in the case of the first Benefit Anniversary, for any Excess Withdrawal taken or Transfer of Income Advantage Account Value into another Account during the prior Benefit Year.

Then, we increase this adjusted annual maximum Income Advantage Payment to equal the result of the Income Advantage Account Value at the end of the prior Business Day multiplied by the greater of:

- (a) the payment percentage established on the prior Benefit Anniversary, or Benefit Election Date in the case of the first Benefit Anniversary; or
- (b) the payment percentage based on the Current Treasury Rate that is in effect on the Benefit Anniversary; if this result is greater.

If we increase your payment, we change the Benefit Base.

If you are receiving less than the annual maximum Income Advantage Payment, we increase the actual Income Advantage Payment if you chose to receive a percentage of the annual maximum, but not if you chose to receive a specific dollar amount.

Automatic annual payment increases are no longer available on or after the Business Day the Income Advantage Account Value is reduced to zero.

Annuity Payments

Annuitization

If on the Latest Annuity Date shown on the Contract Schedule, or on such subsequent date as may be authorized by us at our discretion, you have begun receiving Income Advantage Payments, the Contract Value is greater than zero, and you choose to take fixed Annuity Payments under either Annuity Option 1 or 3, we make the following guarantees. However, if you select any other Annuity Option, or if you choose variable Annuity Payments, the guarantees listed below do not apply. You are not required to take Annuity Payments on the Latest Annuity Date if the Contract Value has been reduced to zero.

If you selected single Income Advantage Payments and you choose **Annuity Option 1 - Life Annuity** where the sole Annuitant is the sole Covered Person, then the fixed Annuity Payments are equal to the greater of:

- (a) the Option 1 annual payment based on the terms of the contract; or
- (b) the current annual maximum Income Advantage Payment available to you.

Annuity Payments *continued from the previous page*

Annuitization (continued)

If you selected joint Income Advantage Payments and you choose **Annuity Option 3 - Joint and Last Survivor Life Annuity** with payments to continue at a level of 100% to the surviving Joint Annuitant and both Joint Annuitants are the Joint Covered Persons, then the fixed Annuity Payments are equal to the greater of:

- (a) the Option 3 annual payment based on the terms of the contract; or
- (b) the current annual maximum Income Advantage Payment available to you.

Death Benefit

Income Advantage Death Benefit

Before the Annuity Date, the Income Advantage Death Benefit is the greater of (a) or (b), less any deductions we make to reimburse ourselves for any applicable Premium Tax.

- (a) The Income Advantage Account Value.
- (b) The Quarterly Anniversary Value.

We determine the Income Advantage Account Value or Quarterly Anniversary Value, as applicable, at the end of the Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death.

Any part of the Income Advantage Death Benefit in the Investment Options remains in the Investment Options until distribution begins.

Continuation of the contract by the surviving spouse

If an eligible surviving spouse chooses to continue the contract instead of receiving payment of the Death Benefit, we adjust the Income Advantage Account Value to equal the Income Advantage Death Benefit if that amount is greater. We make that change at the end of the Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death.

Conditions for Termination of the Income Advantage Death Benefit

The Income Advantage Death Benefit terminates on the earliest of the following.

- The Business Day before the Annuity Date.
- On and after the Benefit Election Date, the Business Day that the Quarterly Anniversary Value and the Income Advantage Account Value are both zero.
- The Business Day the contract terminates.

Ownership

Assignment of this contract

If you assign this contract, you cannot change the Covered Person. Any existing contract assignment must be removed before you begin Income Advantage Payments. We may make exceptions to the removal of a contract assignment in order to comply with applicable law.

Misstatement of Age or gender

To issue the contract, the Age of all Covered Persons must be less than or equal to the Maximum Issue Age shown on the Contract Schedule.

General Provisions

Termination of the Income Phase

The Income Phase terminates on the earliest of the following.

- The Business Day you take an Excess Withdrawal of the total Income Advantage Account Value.
- The Business Day you Transfer the total Income Advantage Account Value into another Account.
- The Business Day before the Annuity Date that you annuitize the Base Account Value.
- The Benefit Anniversary that the annual maximum Income Advantage Payment is less than the Minimum Income Advantage Payment due to an Excess Withdrawal or Transfer of Income Advantage Account Value into another Account.
- For single Income Advantage Payments where the contract is solely owned or owned by a non-individual, the date of death of the Covered Person.
- For single Income Advantage Payments where the contract is jointly owned, if the Income Advantage Account Value has been reduced to zero, the date of death of the Covered Person.
- For single Income Advantage Payments where the contract is jointly owned, if the Income Advantage Account Value has not been reduced to zero and the Joint Owners are not spouses, the date of death of any Joint Owner.
- For single Income Advantage Payments where the contract is jointly owned, if the Income Advantage Account Value has not been reduced to zero and the Joint Owners are spouses, the date of death of any Joint Owner unless the surviving spouse is the Covered Person and continues the contract. If the surviving spouse who is also the Covered Person continues the contract, the Income Phase terminates on the date of death of the Covered Person.
- For joint Income Advantage Payments, the date of death of both Covered Persons. If upon the death of one Covered Person, the surviving spouse, who is also a Covered Person, selects to receive payment of the Death Benefit, then Income Advantage Payments stop and the Income Phase terminates at the end of the Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death.
- The Business Day that the contract terminates.

Termination of this rider

Before the Benefit Election Date, this rider terminates on the earliest of the following.

- The date of death of all Covered Persons.
- The Business Day before the Annuity Date.
- The Business Day that the contract terminates.

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Maureen A. Phillips
Secretary

]

Gary Bhojwani
President

Income Advantage Account [(08.10)] Contract Schedule

Owner:	[John Doe]	Contract Number:	[??687456]
[Joint Owner:	[Jane Doe]]	Issue Date:	[04/15/10]
Annuitant:	[John Doe]	Latest Birthday:	[81 st] birthday
Covered Person(s):	[John Doe]	Latest Contribution	
	[Jane Doe]	Birthday:	[91st] birthday
Maximum Issue Age:	[80]		

Purchase Payments

Maximum Aggregate Income Advantage Account Contribution: \$[1 million; higher amounts may be accepted with our approval]

Contract Charges

Income Advantage Account Fee: [[0.95]% for single Income Advantage Payments]
[[1.10]% for joint Income Advantage Payments]
Maximum Income Advantage Account Fee: [1.75]%

Income Advantage Payments

Exercise Ages: On the Benefit Election Date, all Covered Persons must be at least age [65], and no Covered Person can be age [91] or older
Payment Date Requirements: [1st to the 28th] of a calendar month. The earliest Payment Date is the [Benefit Election Date], and the latest Payment Date is [28 days after the Benefit Election Date].
Minimum Income Advantage Payment: \$[100]

Annual Maximum Income Advantage Payment Table

Current Ten-year U.S. Constant Maturity Treasury rate	Payment percentage
[Less than 3.50%	4%]
[3.50% to 4.99%	5%]
[5.00% to 6.49%	6%]
[6.50% and above	7%]

Investment Options Contract Schedule

Owner:	[John Doe]	Contract Number:	[??687456]
[Joint Owner:	[Jane Doe]]	Issue Date:	[04/15/10]
Annuitant:	[John Doe]		
Covered Person(s):	[John Doe]		
	[Jane Doe]		

Allocation Guidelines:

[Currently, you can select up to [15] of the Investment Options in each Account. We guarantee that you can select at least [5] Investment Options in each Account. Allocations must be made in whole percentages.]

Investment Option restrictions for allocating and rebalancing the Base Account Value:

[No restrictions and no required rebalancing]
[Group 1: no more than [0]% of total Base Account Value]
[Group 2: no more than [0]% of total Base Account Value]
[Combined Group 1 and Group 2: no more than [0]% of total Base Account Value]
[Combined Group 1 and Group 3: no more than [0]% of total Base Account Value]
[Combined Group 2 and Group 3: no more than [0]% of total Base Account Value]
[Group 3: up to [0]% of total Base Account Value]
[Group 3: no less than [0]% of total Base Account Value]

Base Account Investment Options

Variable Account: [Allianz Life Variable Account B]

[Investment Options	
AZL BlackRock Capital Appreciation Fund	AZL Van Kampen Equity and Income Fund
AZL Columbia Mid Cap Value Fund	AZL Morgan Stanley Global Real Estate Fund
AZL Columbia Small Cap Value Fund	AZL Van Kampen Growth and Income Fund
AZL Davis NY Venture Fund	AZL Morgan Stanley International Equity Fund
AZL Dreyfus Equity Growth Fund	AZL Morgan Stanley Mid Cap Growth Fund
AZL Eaton Vance Large Cap Value Fund	BlackRock Global Allocation VI Fund
AZL Franklin Small Cap Value Fund	Franklin High Income Securities Fund
AZL Franklin Templeton Founding Strategy Plus Fund	Franklin Franklin Income Securities Funds
AZL Fusion Balanced Fund	Franklin Templeton VIP Founding Funds Allocation Fund
AZL Fusion Conservative Fund	Franklin U.S. Government Fund
AZL Fusion Growth Fund	Mutual Shares Securities Fund
AZL Fusion Moderate Fund	PIMCO VIT All Asset Portfolio
AZL Gateway Fund	PIMCO VIT CommodityRealReturn Strategy Portfolio
AZL International Index Fund	PIMCO VIT Emerging Markets Bond Portfolio
AZL JPMorgan US Equity Fund	PIMCO VIT Global Bond Portfolio (Unhedged)
AZL MFS Investors Trust Fund	PIMCO VIT Global Multi-Asset Portfolio
AZL Mid Cap Index Fund	PIMCO EqS Pathfinder World Portfolio
AZL Money Market Fund	PIMCO VIT High Yield Portfolio
AZL Invesco International Equity Fund	PIMCO VIT Real Return Portfolio
AZL Allianz AGIC Opportunity Fund	PIMCO VIT Total Return Portfolio
AZL Russell 1000 Growth Index Fund	Templeton Global Bond Securities Fund
AZL Russell 1000 Value Index Fund	Templeton Growth Securities Fund]
AZL Schroder Emerging Markets Equity Fund	
AZL Small Cap Stock Index Fund	
AZL Turner Quantitative Small Cap Growth Fund	

[Investment Option restrictions for allocating and rebalancing the Income Advantage Account Value:

[Group 1: no more than [15]% of total Income Advantage Account Value]

[Group 2: no more than [0]% of total Income Advantage Account Value]

[Combined Group 1 and Group 2: no more than [50]% of total Income Advantage Account Value]

[Combined Group 1 and Group 3: no more than [0]% of total Income Advantage Account Value]

[Combined Group 2 and Group 3: no more than [0]% of total Income Advantage Account Value]

[Group 3: up to [0]% of total Income Advantage Account Value]

[Group 3: no less than [50]% of total Income Advantage Account Value]]

[Income Advantage Account Investment Options**Variable Account:** [Allianz Life Variable Account B]]

[Group 1 Investment Options	Group 3 Investment Options
AZL Schroder Emerging Markets Equity Fund	AZL Money Market Fund
AZL Small Cap Stock Index Fund	Franklin High Income Securities Fund
AZL Morgan Stanley Global Real Estate Fund	Franklin U.S. Government Fund
PIMCO VIT CommodityRealReturn Strategy Portfolio	PIMCO VIT Global Bond Portfolio (Unhedged)
PIMCO VIT Emerging Markets Bond Portfolio	PIMCO VIT High Yield Portfolio
	PIMCO VIT Real Return Portfolio
Group 2 Investment Options	PIMCO VIT Total Return Portfolio
AZL Gateway Fund	Templeton Global Bond Securities Fund]
AZL International Index Fund	
AZL Mid Cap Index Fund	
AZL Russell 1000 Value Index	
AZL Russell 1000 Growth Index	
BlackRock Global Allocation VI Fund	
PIMCO VIT Global Multi-Asset Portfolio	

Allianz [Retirement ProSM] Variable Annuity Application

DA [_____]

1. Account registration

Ownership is ☐ Individual ☐ Qualified plan ☐ Custodian ☐ Trust (Include the date of trust in the name.)
☐ Charitable Trust ☐ Other _____

Owner

Individual Owner first name	MI	Last name	Jr., Sr., III
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Non-individual owner name (Attach Non- Individual Ownership form or Qualified Plan Acknowledgement form if applicable.)

Social Security Number or Tax ID Number

Mailing address

City	State	ZIP code	Telephone number
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Street address (required if a P.O. Box was used for mailing address)

City	State	ZIP code
------	-------	----------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
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Joint Owner

First name	MI	Last name	Jr., Sr., III
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Mailing address

City	State	ZIP code	Telephone number
------	-------	----------	------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
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Relationship to Owner	Social Security Number
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Annuitant (Complete if different from Owner.)

First name	MI	Last name	Jr., Sr., III
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Mailing address

City	State	ZIP code	Telephone number
------	-------	----------	------------------

Street address (required if a P.O. Box was used for mailing address)

City	State	ZIP code
------	-------	----------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security Number	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
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2. Purchase Payment (This section must be completed.)

Make check payable to Allianz.

Source of purchase payment. Complete all that apply.

☐ Nonqualified

☐ Qualified Account type(s) at prior carrier: _____ (e.g. 403B, IRA, 401K, etc)

☐ Purchase Payment enclosed with application. (Include replacement forms if required.)

Amount enclosed: \$ _____

☐ This Contract will be funded by a 1035 exchange, tax qualified transfer/rollover, CD transfer, or mutual fund redemption. (Include replacement/ transfer forms if required.)

Expected amount: \$ _____

☐ This Contract will be funded by funds not requested or facilitated by Allianz. (Include replacement forms if required.)

Expected amount: \$ _____

3. Plan specifics (This section must be completed to indicate how this Contract should be issued.)

These are the only available options.

Nonqualified: ☐

Qualified IRA: ☐ IRA ☐ Roth IRA ☐ SEP IRA (Contribution for tax year _____)

Qualified plans: ☐ 401 ☐ 401 one person defined benefit

4. Telephone authorization

☐ **Yes** By checking "yes," I am authorizing and directing Allianz to act on telephone or electronic instructions from the Registered Representative and/or anyone authorized by him/her to transfer Contract Values among the Investment Options. **If the box is not checked, this authorization will be permitted for the Owner only.** Allianz will use reasonable procedures to confirm that these instructions are authorized as genuine. As long as these procedures are followed, Allianz and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. The electronic transaction privilege may be modified or terminated at the discretion of the company.

5. Replacement (This section must be completed.)

Do you have existing life insurance or annuity contracts? ☐ Yes ☐ No

Will the annuity contract applied for replace or change existing contracts or policies? ☐ Yes ☐ No

If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation or a variation of the Model, require that the replacement form be completed even if a replacement is not indicated. For a replacement in any state, attach the appropriate replacement form for the state in which the application is taken. The Registered Representative must also complete the Registered Representative section regarding replacement.

[6. Covered Person(s) (This section must be completed.)]

Must select only one.

☐ **Single Income Advantage Payments:**

Name _____

This person is: (check one) ☐ Owner ☐ Joint Owner ☐ Annuitant, if owned by a non-individual

Date of birth ____/____/____ Gender: ☐ Male ☐ Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

☐ Driver's license ☐ Certificate of birth ☐ Passport ☐ Other _____

OR

☐ **Joint Income Advantage Payments:**

First Covered Person's name _____

Date of birth ____/____/____ Gender: ☐ Male ☐ Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

☐ Driver's license ☐ Certificate of birth ☐ Passport ☐ Other _____

This person is: (check one) ☐ Owner
☐ Joint Owner
☐ Annuitant, if owned by a non-individual
☐ Sole primary Beneficiary (individually owned qualified and nonqualified)
☐ Sole contingent Beneficiary (401 qualified plan, custodial IRA)

Second Covered Person's name _____

Date of birth ____/____/____ Gender: ☐ Male ☐ Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

☐ Driver's license ☐ Certificate of birth ☐ Passport ☐ Other _____

This person is: (check one) ☐ Owner
☐ Joint Owner
☐ Annuitant, if owned by a non-individual
☐ Sole primary Beneficiary (individually owned qualified and nonqualified)
☐ Sole contingent Beneficiary (401 qualified plan, custodial IRA)

[7. Account Allocation Percentages (This section must be completed.)]

- Of total purchase payments received, indicate percentage to be allocated to the accounts listed below.
- Total percentages must be whole percentages and equal 100%.

[Base Account _____% Income Advantage Account _____%]

[8. Investment Option allocations]

You may select up to [15] Investment Options in each Account. You must make allocations in whole percentages (e.g. 33.3% or dollars are **not** permitted).

Base Account

This section must be completed if Base Account percentage is greater than 0% in Section 7.

Fund of Funds

____% AZL FusionSM Balanced Fund
 ____% AZL FusionSM Conservative Fund
 ____% AZL FusionSM Growth Fund
 ____% AZL[®] FusionSM Moderate Fund

Small Cap

____% AZL[®] Columbia Small Cap Value Fund
 ____% AZL[®] Franklin Small Cap Value Fund
 ____% AZL[®] Allianz AGIC Opportunity Fund
 ____% AZL[®] Small Cap Stock Index Fund
 ____% AZL[®] Turner Quantitative Small Cap Growth Fund

Mid Cap

____% AZL[®] Columbia Mid Cap Value Fund
 ____% AZL[®] Mid Cap Index Fund
 ____% AZL[®] Morgan Stanley Mid Cap Growth Fund

Large Growth

____% AZL[®] BlackRock Capital Appreciation Fund
 ____% AZL[®] Dreyfus Equity Growth Fund
 ____% AZL[®] Russell 1000 Growth Index

International Equity

____% AZL[®] Invesco International Equity Fund
 ____% AZL[®] International Index Fund
 ____% AZL[®] Morgan Stanley International Equity Fund
 ____% PIMCO EqS Pathfinder Portfolio
 ____% Templeton Growth Securities Fund

Large Blend

____% AZL[®] JPMorgan U.S. Equity Fund
 ____% AZL[®] MFS Investors Trust Fund

Large Value

____% AZL[®] Davis NY Venture Fund
 ____% AZL[®] Eaton Vance Large Cap Value Fund
 ____% AZL[®] Russell 1000 Value Index
 ____% AZL[®] Van Kampen Growth and Income Fund
 ____% Mutual Shares Securities Fund

High-Yield Bonds

____% Franklin High Income Securities Fund
 ____% PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

____% Franklin U.S. Government Fund
 ____% PIMCO VIT Emerging Markets Bond Portfolio
 ____% PIMCO VIT Global Bond Portfolio (Unhedged)
 ____% PIMCO VIT Real Return Portfolio
 ____% PIMCO VIT Total Return Portfolio
 ____% Templeton Global Bond Securities Fund

Cash Equivalent

____% AZL[®] Money Market Fund

Specialty

____% AZL[®] Franklin Templeton Founding Strategy Plus Fund
 ____% AZL[®] Gateway Fund
 ____% AZL[®] Schroder Emerging Markets Equity Fund
 ____% AZL[®] Van Kampen Equity and Income Fund
 ____% AZL[®] Morgan Stanley Global Real Estate Fund
 ____% BlackRock Global Allocation V.I. Fund
 ____% Franklin Income Securities Fund
 ____% Franklin Templeton VIP Founding Funds Allocation Fund
 ____% PIMCO VIT All Asset Portfolio
 ____% PIMCO VIT Commodity RealReturn Strategy Portfolio
 ____% PIMCO VIT Global Multi-Asset Portfolio

Total of _____% (must equal 100%)

[8. Investment Option allocations (continued)]

You may select up to [15] Investment Options in each Account. You must make allocations in whole percentages (e.g. 33.3% or dollars are **not** permitted).

I acknowledge that my allocations to the Investment Options in the Income Advantage Account are restricted and that Allianz will reallocate my Income Advantage Account Value in accordance with the asset allocation provisions in the Contract.

Income Advantage Account

This section must be completed if Income Advantage Account percentage is greater than 0% in Section 7.

Group 1 Investment Options

Small Cap

____% AZL® Small Cap Stock Index Fund

Intermediate-Term Bonds

____% PIMCO VIT Emerging Markets Bond Portfolio

Specialty

____% AZL® Schroder Emerging Markets Equity Fund

____% AZL® Morgan Stanley Global Real Estate Fund

____% PIMCO VIT Commodity RealReturn Strategy Portfolio

Group 2 Investment Options

Mid Cap

____% AZL® Mid Cap Index Fund

Large Growth

____% AZL® Russell 1000 Growth Index

International Equity

____% AZL® International Index Fund

Large Value

____% AZL® Russell 1000 Value Index

Specialty

____% BlackRock Global Allocation V.I. Fund

____% AZL® Gateway Fund

____% PIMCO VIT Global Multi- Asset Portfolio

Group 3 Investment Options

High-Yield Bonds

____% Franklin High Income Securities Fund

____% PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

____% Franklin U.S. Government Fund

____% PIMCO VIT Global Bond Portfolio (Unhedged)

____% PIMCO VIT Real Return Portfolio

Intermediate-Term Bonds (continued)

____% PIMCO VIT Total Return Portfolio

____% Templeton Global Bond Securities Fund

Cash Equivalent

____% AZL® Money Market Fund

Total of _____% (must equal 100%)

[9. Beneficiary designation (If you need additional space, attach a complete list signed by Owner(s).)]

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

Non-individual Beneficiary information

If the Beneficiary is a qualified plan, custodian, trust, charitable trust or other non-individual please check the applicable box and include the name above.

☐ Qualified plan ☐ Custodian ☐ Trust (Include the date of trust in the name.) ☐ Charitable Trust ☐ Other _____

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number
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[10. Registered Representative]

By signing below, the Registered Representative certifies to the following:

I am FINRA registered and state licensed for variable annuity contracts in all required jurisdictions; and I provided the Owner(s) with the most current prospectus. To the best of my knowledge, the applicant: ☐ **DOES** ☐ **DOES NOT** have existing life insurance policies or annuity contracts. To the best of my knowledge and belief, this application ☐ **DOES** ☐ **DOES NOT** involve replacement of existing life insurance or annuities. If this is a replacement, include a copy of each disclosure statement and a list of companies involved.

Registered Representative's signature (primary contact)		B/D Rep. ID
Registered Representative's first and last name (primary contact) (please print)		Percent split
Registered Representative's signature (split case)		B/D Rep. ID
Registered Representative's first and last name (please print) (split case)		Percent split
Registered Representative's signature (split case)		B/D Rep. ID
Registered Representative's first and last name (please print) (split case)		Percent split
Registered Representative's address		Registered Representative's telephone number

Broker/dealer name (please print)

Authorized signature broker/dealer (if required)

[11. Statement of applicant]

The following states require applicants to read and acknowledge the statement for your state below.

Arkansas and District of Columbia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Kentucky, Maine, New Mexico, Ohio, Tennessee, and West Virginia: Any person who knowingly, and with intent to defraud any insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits a fraudulent insurance act, which is a crime, and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines, or denial of insurance benefits.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Virginia: Any person who with the intent to defraud or knowing that they are facilitating a fraud against an insurer, submits an

application or files a claim containing a false or deceptive statement may have violated the state law.

Louisiana and Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Vermont: I understand that this variable annuity is not a bank deposit; is not federally insured; is not endorsed by any bank or government agency; is not guaranteed; and may be subject to loss of principal.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

By signing below, the Owner acknowledges the applicable statements mentioned above and agrees to the following:

I received a prospectus and have determined that the variable annuity applied for is not unsuitable for my investment objectives, financial situation, and financial needs. It is a long-term commitment to meet my financial needs and goals. **I understand that the Contract Value may increase or decrease depending on the investment results of the variable Investment Options, and that under the [Base Account] there is no guaranteed minimum [Base Account Value]. Any guarantees provided by the [Income Advantage Account] are outlined in my Contract and prospectus.** To the best of my knowledge and belief, all statements and answers in this application are complete and true. It is further agreed that these statements and answers will become a part of any Contract to be issued. No representative is authorized to modify this agreement or waive any Allianz rights or requirements.

For information on current Contract features, restrictions or charges please review with your Registered Representative.

☐ Please send me a statement of additional information (Also available on [www.allianzlife.com])

Any required replacement forms must be signed and dated the date of the application or earlier.

Owner/Trustee/Authorized signer signature	Joint Owner/Trustee/Authorized signer signature
Signed at (City, State)	Date signed

[12. Home office use only]

If Allianz Life Insurance Company of North America makes a change in this space in order to correct any apparent errors or omissions, it will be approved by acceptance of this Contract by the Owner(s); however, any material change must be accepted in writing by the Owner(s). Changes to this application that affect product, benefits, amount of insurance, or age require acceptance by Owner(s).

Please call Allianz with any questions at [800.624.0197].

Mailing information

Applications that **HAVE** a check attached

Regular mail

Allianz
NW 5989
PO Box 1450
Minneapolis, MN 55485-5989

Overnight, certified, or registered

Wells Fargo LBX Services
NW 5989 Allianz
1350 Energy Lane, Ste. 200
St. Paul, MN 55108-5254

Applications that **DO NOT HAVE** a check attached

Regular mail

Allianz
PO Box 561
Minneapolis, MN 55440-0561

Overnight, certified, or registered

Allianz
5701 Golden Hills Drive
Golden Valley, MN 55416-1297

<i>SERFF Tracking Number:</i>	<i>ALLC-126675592</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allianz Life Insurance Company of North America</i>	<i>State Tracking Number:</i>	<i>45952</i>
<i>Company Tracking Number:</i>	<i>RETIREMENT PRO L40533</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Retirement Pro L40533</i>		
<i>Project Name/Number:</i>	<i>Retirement Pro L40533/Retirement Pro L40533</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Attachments:		
AR Cerification for Regulation 19 10B.pdf		
Certificate of Readability.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Statement of Variability	
Comments:		
Attachments:		
Application SOV.pdf		
L40533-AR SOV.pdf		

**CERTIFICATION OF
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA**

Allianz Life Insurance Company of North America (Allianz) hereby certifies that the filing submission of form meets the provisions of Ark. Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.



06/15/2010

Martin G. Kline
Senior Director Actuary

Allianz Life Insurance Company
of North America
5701 Golden Hills Drive
Minneapolis, MN 55416-1297
800.950.7372



CERTIFICATE OF READABILITY

Contract Form	Flesch Score
L40533-AR	52.0
S40817	50.0
S40818	50.4
S40819	50.0
S40821	50.0
F50000	50.0

It is hereby certified that each policy form listed above meets the minimum reading ease score required in your state.

The Flesch score was calculated using the text of the entire form. ("Text" is as defined by state regulations).

Each form is readable and complies with all applicable state rules and regulations as to size of print, format and arrangement.

A handwritten signature in black ink, appearing to read "Martin G. Kline".

Date: June 15, 2010

Martin G. Kline, Senior Director Actuary

Statement of Variability
Allianz Life Insurance Company of North America
Application Form F50000
June 11, 2010

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Blank boxes for the Minimum, Maximum and Current columns do not require further explanation. Please note that if some of these listed items have not been bracketed on the applicable form(s) submitted to you, please disregard the corresponding explanation.

Application Form F50000

Page #	Variable	Minimum	Maximum	Current	Rationale
1	Product Name	N/A	N/A	N/A	Variable to indicate product name intended at the time of rollout (may be waiting on trademark approval).
1	DA Number	N/A	N/A	N/A	Internal number we assign to the owner's contract at issue.
1	Section 1 – Account registration - Ownership	N/A	N/A	N/A	Based on those available at the time of application. Any added or deleted types will be made on a going forward basis to new contracts.
1 - 7	Page Numbers	N/A	N/A	N/A	Based on the plan/benefits available. Bracketed page numbers allow the application to print with correct pagination and without blank areas.
2	Section 3 - Plan Specifics	N/A	N/A	N/A	Based on those available at the time of application. Any added or deleted types will be made on a going forward basis to new contracts.
3 – 7	Bracketed Section Numbers 6 – 12	N/A	N/A	N/A	Based on the optional benefits available at the time of application, certain sections are included or omitted in the application. Bracketed section numbers allow the application to print in correct sequence and without blank areas.
3	Section 6 – Covered Person(s)	N/A	N/A	N/A	Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
4	Section 7 – Account Allocation Percentages	N/A	N/A	N/A	Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
4, 5	Section 8 - Number of investment options	5	N/A	15	Set at the time of application and will not vary, any change will be made to new contracts going forward.
4	Section 8 – Base Account and Investment Options	N/A	N/A	N/A	Variable to indicate benefit name intended at the time of rollout (may be waiting on trademark approval), to include other benefit names that may be restricted to these investment options, or to allow for the removal of a benefit name. Any changes will be made to new contracts going forward. Based on the Investment Options and Groups that are available at the time of application, and may change in the future. Any changes will be made to new contracts going forward.

5	Section 8 – Income Advantage Account and Investment Options	N/A	N/A	N/A	Variable to indicate benefit name intended at the time of rollout (may be waiting on trademark approval), to include other benefit names that may be restricted to these investment options, or to allow for the removal of a benefit name. Any changes will be made to new contracts going forward. Based on the Investment Options and Groups that are available at the time of application, and may change in the future. Any changes will be made to new contracts going forward.
6	Section 10 - Registered Representative information	N/A	N/A	N/A	Variable for our Broker Dealers who want to identify more than three commissioned agents and representatives.
7	Section 11 – Statement of the applicant	N/A	N/A	N/A	These disclosures will need to be updated as states adopt or change their fraud language.
7	Section 11 – Paragraph above the signature section	N/A	N/A	N/A	Based on the optional benefits/terminology available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
7	http://www.sec.gov	N/A	N/A	N/A	The SEC website may change.
7	Allianz phone number	N/A	N/A	N/A	The Allianz phone number may change.
7	Mailing information	N/A	N/A	N/A	The address may change if there is a re-location.

Allianz Life Insurance Company of North America
Statement of Variability
Contract Form L40533-AR; Contract Schedule Forms S40817, S40819, S40821; Rider Form S40818
6/15/2010

Please disregard any variables listed below if they have not been bracketed on the forms that were submitted to you.

Contract Form L40533-AR

Variable	Minimum	Maximum	Current	Effective	Comments
Company Address and Telephone Number	N/A	N/A	N/A	N/A	If our address and/or telephone number change, we will prepare and submit all required filings at the time of any change.
Names and Signatures of Company Officers	N/A	N/A	N/A	N/A	If officers change, we will prepare and submit all required filings at the time of any change.

Contract Schedule Form S40817

Variable	Minimum	Maximum	Current	Effective	Comments
Owner(s), Annuitant, Annuitant Age and Gender, Covered Person(s) Contract Number, Issue Date, Initial Purchase Payment	N/A	N/A	N/A	Contract duration	Contract specific.
Maximum Issue Age	0	90	80	Contract duration	Varies with product positioning and marketing considerations.
Earliest Annuity Date	Issue Date	Latest Annuity Date	Issue Date + 2 years	Contract duration	
Latest Annuity Date	Issue Date	N/A	Later of: Annuitant's 90 th birthday or Issue Date + 10 years	Contract duration	The Latest Annuity Date will never be later than the last annuity date permitted by applicable state or federal law.
Minimum Required Purchase Payment	\$2,000	\$150,000	\$75,000	Contract duration	
Minimum Additional Purchase Payment	\$0	\$250	\$50	Contract duration	
Maximum Total Purchase Payments	Minimum Required Purchase Payment	\$2 million	\$1 million	Contract duration	

Variable	Minimum	Maximum	Current	Effective	Comments
Number of Free Transfers Permitted (per Contract Year)	3	N/A	12	Contract duration	
Transfer Fee	\$0	\$50	\$25	Contract duration	
Base Account Fee	0%	1%	0.30%	Contract duration	
Contract Maintenance Charge	\$0	\$200	\$75	Contract duration	
Designated Amount	\$0	\$250,000	\$100,000	Contract duration	
Minimum Partial Withdrawal	\$5	\$1,000	\$500	Contract duration	
Minimum Required Value	\$10	\$5,000	\$2,000	Contract duration	
Minimum Annuity Payment	\$10	\$500	\$50	Contract duration	
Annuity Mortality Table	N/A	N/A	2000 Annuity Mortality Table	Contract duration	Varies to allow for future generally accepted mortality tables.
Minimum Annual Annuity Payment Rate	1%	N/A	2.5%	Contract duration	
Assumed Investment Rate	1%	N/A	5%	Contract duration	
Guaranteed Purchase Rate Tables	N/A	N/A	As shown in filed form	Contract duration	Varies with changes in the Minimum Annual Annuity Payment Rate and the Annuity Mortality Table.

Contract Schedule Form S40819

Variable	Minimum	Maximum	Current	Effective	Comments
Owner(s), Annuitant, Annuitant Age and Gender, Covered Person(s) Contract Number, Issue Date, Initial Purchase Payment	N/A	N/A	N/A	Contract duration	Contract specific.
Latest Birthday	61 st	91 st	81 st	Contract duration	
Latest Contribution Birthday	Latest birthday + 5	Latest birthday + 20	Latest birthday + 10	Contract duration	
Maximum Aggregate Income Advantage Account Contribution	\$500,000 without prior approval	\$5 million without prior approval	\$1 million without prior approval	Contract duration	
Income Advantage Account Fee – Single Payouts	0%	Maximum Income Advantage Account Fee	0.95%	1 Contract Year	
Income Advantage Account Fee – Joint Payouts	0%	Maximum Income Advantage Account Fee	1.10%	1 Contract Year	
Maximum Income Advantage Account Fee	1%	2.5%	1.75%	Contract duration	
Maximum Change Percentage	0.10%	0.75%	0.25%	Contract duration	
Exercise Ages – Minimum	40	75	65	Contract duration	
Exercise Ages – Maximum	75	100	91	Contract duration	
Earliest Payment Date	N/A	Benefit Election Date + 5 days	Benefit Election Date	Contract duration	
Latest Payment Date	Benefit Election Date + 5 days	Benefit Election Date + 31 days	Benefit Election Date + 28 days	Contract duration	
Minimum Income Advantage Payment	\$50	\$200	\$100	Contract duration	

Variable	Minimum	Maximum	Current	Effective	Comments
Annual Maximum Income Advantage Payment Table – Rate Bands	N/A	N/A	As shown on filed form	Contract duration	
Annual Maximum Income Advantage Payment Table – Payment Percentages	2%	N/A	As shown on filed form	Contract duration	

Contract Schedule Form S40821

Variable	Minimum	Maximum	Current	Effective	Comments
Owner(s), Annuitant, Covered Person(s) Contract Number, Issue Date	N/A	N/A	N/A	Contract duration	Contract specific.
Allocation Guidelines: Number of Investment Options	5	25	15	N/A	Based on systems/operational limitations and available investment options on the issue date.
Investment Option Restrictions	5%	95%	As shown on filed form	Contract duration	Only applicable investment group and percentage restrictions will be displayed. If there are no restrictions, this section will be suppressed.
Investment Options/Variable Account	N/A	N/A	As shown on filed form	N/A	Only available investment options and investment groups for the specified variable account will be displayed.

Rider Form S40818

Variable	Minimum	Maximum	Current	Effective	Comments
Effective Date	N/A	N/A	[(8.10)]	Until rider charge changes	If we change the rider charge, we will update the rider's effective date.
Names and Signatures of Company Officers	N/A	N/A	N/A	N/A	If officers change, we will prepare and submit all required filings at the time of any change.